

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

ARBONNE INTERNATIONAL, LLC)

Defendant.)
_____)

CIVIL ACTION NO.
1:09-CV-0354-LJM-TAB

CONSENT DECREE

Civil Action No. 1:09-CV-0354-LJM-TAB was instituted by the Equal Employment Opportunity Commission (“EEOC” or “Commission”) pursuant to Section 107 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.* (“ADA”). The Commission’s action was brought to correct alleged unlawful employment practices on the basis of disability. The Commission’s action alleged that Arbonne International, LLC (“Arbonne”) discriminated against Lisa Wilson by refusing to hire her at its Greenwood Indiana Distribution Center because of her disability.

The EEOC and Arbonne have advised this Court that they desire to resolve Civil Action No. 1:09-CV-0354-LJM-TAB without the burden and expense of further litigation. The Commission and Arbonne, hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

It is, therefore, the finding of this Court, based on the pleadings and the record as a whole that the applicable requirements of the ADA will be carried out by the implementation of this Decree, and this Decree resolves the issues raised by the Complaint of the Commission.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant agrees that it will not discriminate against employees or applicants for employment on the basis of disability.
2. Defendant agrees to engage in the interactive process with disabled employees and applicants, to the extent an accommodation is required.
3. Defendant agrees to post the Notice of Non-Discrimination Policy attached as Appendix A to this Decree in a conspicuous place at its Greenwood Indiana location. Said notice shall remain posted throughout the term of this Decree.
4. In settlement of this dispute, as a remedial award of backpay, compensatory damages and punitive damages, Defendant shall issue checks to Lisa Wilson, or her heirs and assigns in the event of her death, as follows: (1) a check in the amount of \$8,623.97 representing backpay and (2) a check in the amount of \$21,376.03 representing compensatory and punitive damages.

Defendant shall make applicable withholdings from the backpay award, for federal, state and local income taxes and for employee social security taxes pursuant to the Federal Insurance Contribution Act ("FICA") Arbonne shall make the employer contributions to the Social Security account of Lisa Wilson using as a basis therefore, the gross backpay paid to Lisa Wilson. Ms. Wilson's checks shall be accompanied by a statement detailing all deductions. The checks shall be mailed by certified mail to Lisa Wilson at 850 Shoreline Drive, Franklin, IN 46131.

5. Upon entry of this Decree, the EEOC will forward a release (Appendix B) to Ms. Wilson for her execution. When the executed release is received, the EEOC will transmit to

defense counsel, by facsimile, a copy thereof. Defendant shall issue the checks to Lisa Wilson within 5 business days of receiving a copy of the executed release and information necessary to process appropriate W-4/W-9 forms. Proof of delivery shall be sent to the Commission within 10 days of mailing said checks. Upon receipt of proof of delivery, the EEOC shall forward the original release to counsel for Arbonne.

6. Within 30 days after the entry of the Decree, the Defendant agrees to distribute to all current employees an anti-discrimination policy which includes disability discrimination. The Defendant agrees that the anti-discrimination policy will be explained to each employee at the time he or she receives the written copy of the policy. Employees subsequently hired throughout the duration of this Decree shall be given a copy of the policy and have the policy explained to them at the time of hire.

7. Within 90 days after the entry of this Decree, Defendant agrees to train all supervisory personnel at its Greenwood, Indiana facility on Defendant's anti-discrimination policy. No fewer than 30 days prior to the date of its anti-discrimination policy training, Defendant shall provide notice to the EEOC Regional Attorney regarding the date, time and place of the training, and shall send to the EEOC a copy of the training program and all written materials, if any, to be used. The EEOC may provide reasonable input on the content of the training but shall do so no later than 10 days prior to the training. Within 15 days after Defendant's anti-discrimination policy training, Defendant shall provide to the EEOC Regional Attorney the name and position of each employee who attends the training.

8. Defendant agrees to submit a report to EEOC detailing its compliance with this Decree. Within 60 days after the entry of this Decree, Defendant will certify to the EEOC

Regional Attorney that the distribution and explanation of the anti-discrimination policy to employees has been completed and provide EEOC with a copy of the personnel manual or memoranda containing the policy prohibiting discrimination. Defendant will also report to the EEOC in accordance with paragraphs 3, 5 and 7. The report shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

9. The Defendant agrees that the Commission may review compliance with this Decree. As part of such review, the EEOC may inspect the premises, interview employees, examine and copy documents.

10. In the event that EEOC alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, EEOC will give notice in writing thereof, specifically identifying the alleged violation to Defendant. Defendant will have 30 days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of 30 days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before Plaintiff exercises any remedy provided by law.

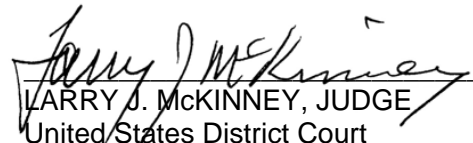
11. The term of this Decree shall be for 18 months following the date of entry of this Decree.

12. All parties will bear their own costs.

13. RETENTION OF JURISDICTION BY COURT. The Court shall retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

11/06/2009

Date


LARRY J. MCKINNEY, JUDGE
United States District Court
Southern District of Indiana

Copies to:

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